



Gary Community School Corporation

Doing What is Best for Students - Today - Tomorrow - Everyday

EMERGENCY MANAGER REPORT

DISTRESSED UNIT APPEALS BOARD (DUAB)

November 15, 2018

Prepared by



**Gary
Schools
Recovery, LLC**

Distressed Unit Appeals Board

Emergency Manager Report

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I.0 APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH GARY AFT

COLLECTIVE BARGAINING AGREEMENT

between the

GARY COMMUNITY SCHOOL CORPORATION

and the

GARY TEACHERS UNION, Local No. 4
AFT, AFL-CIO

July 1, 2018
Through
June 30, 2019

ARTICLE I RECOGNITION

The Gary Community School Corporation recognizes the Gary Teachers Union, Local #4, AFT, as the sole and exclusive bargaining representative of all the members of the bargaining unit which consists of all professional personnel including all classroom teachers, librarians, social workers, nurses, and guidance counselors employed by the school corporation on a regular teachers contract or a temporary teachers contract.

ARTICLE II DEFINITIONS

- A. ADMINISTRATOR - Any person having administrative and/or supervisory responsibility.
- B. DAYS - "Days" unless otherwise specified shall mean all days other than Saturdays, Sundays, and Legal Holidays.
- C. PARTIES - The parties to this Agreement are the Gary Community School Corporation and the Gary Teachers Union, Local #4, AFT, referred to in this Agreement as the UNION.
- D. PRINCIPAL - The administrator of any school, work location, or other administrative unit.
- E. SCHOOL - Any school, work location, or other administrative unit.
- F. TEACHER - Any member of the bargaining unit.

ARTICLE III GRIEVANCE PROCEDURE

- A. Definitions
 - 1. "Teacher"- shall mean any person within the scope of the bargaining unit employed by the Board or any number of teachers within the scope of the bargaining unit similarly affected by a grievance.
 - 2. A grievance is defined as an allegation that there has been a violation of the Contract. Each written grievance shall cite the specific alleged violation.
 - 3. "Days"- Unless otherwise specified, shall mean all days other than Saturdays, Sundays, and Legal Holidays. Saturdays, Sundays, and Legal Holidays shall be excluded in computing the number of days within which action must be taken or notice given.
 - 4. "Principal - shall mean the administrator of any school or, when a principal is not responsible for the area in which the grievance arose, it shall mean the person to whom the teacher is directly responsible.
- B. Three Stage Grievance Procedure
 - 1. First (1st) Stage - Principal

Any teacher who believes that he/she has a justifiable grievance may request an informal meeting with the principal or the principal's representative, with or without the Union Building Representative for the school being present, as the teacher may elect, with a view to arriving at a mutually satisfactory resolution of the complaint. In the event a group of teachers is involved, a small representative

group of such teachers may be present, if they so desire. The principal, or his/her designated representative, shall schedule a meeting to be held within three (3) days after the teacher's request.

Differences which the parties are unable to resolve informally may be presented in writing to the principal by the Union Building Representative. Such grievance shall be dated and signed by the aggrieved teacher and the Union Building Representative. When all teachers, or group of teachers in a school or subdivision of that school are involved, the Building Representative shall sign the grievance and shall identify the group involved.

At any meeting during the informal or formal stage one (1), if either party believes assistance is necessary, he/she may request assistance and the parties shall meet at a mutually agreeable time. The request for such assistance shall not relieve the principal and the Building Representative from the responsibility of settling the issue.

Within five (5) days after presentation of the grievance in writing to the principal, said principal shall submit his/her decision together with the supporting reasons, to the Union Building Representative.

2. Second Stage – Executive Director of Human Resources

- a. If the grievance is not resolved at the first stage, the Union may request, in writing, a meeting with the Executive Director of Human Resources or his/her designated representative. Such meeting shall be requested within five (5) days of the receipt of the decision in Stage One (1). The Executive Director of Human Resources or his/her designated representative shall set a date for said meeting within three (3) days of the receipt of the request and shall notify the Union of this date at least two (2) days in advance of the meeting. The meeting shall take place within ten (10) days of the receipt of this request. Within seven (7) days after the said meeting, the Executive Director of Human Resources or his/her designated representative, shall submit his/her decision in triplicate, together with supporting reasons, to the Union.

At this meeting and in any meeting at succeeding stages of this procedure the Superintendent or his/her designee and the Union shall have the right to have in attendance any persons they deem necessary for proper discussion of the grievance.

3. Third Stage

If the Union is not satisfied with the disposition at Stage 2, the Union may submit a written appeal to the Emergency Manager within ten (10) working days of the receipt of the written disposition by the Executive Director of Human Resources or his/her authorized representative, or in the event the Executive Director of Human Resources or his/her authorized representative fails to issue a written disposition within the time limit, within thirty (30) working days of the appeal of the grievance to Stage 3. Upon written request to the Emergency Manager the Union shall be entitled to a meeting with the Board to discuss the grievance prior to the Board's Emergency Manager final decision. The Emergency Manager will review the grievance, make its decision, and notify the Union at the earliest opportunity. The decision of the Emergency Manager shall be final.

C. General

1. Written grievances shall contain a clear and concise statement of the grievance, the issue involved, and shall in each instance state the specific alleged violation.
2. Grievances which are not filed initially in the proper stages of the grievance procedure or with the proper person shall be referred by Union and School Corporation representatives to the proper stage and the proper person.
3. All data and other material not readily available to the Union which bear on the issues raised by a grievance shall be made available upon request of the Union providing said material is readily available to the School Corporation.
4. Grievances arising from the action of authority other than a principal may be initiated in the second stage of the grievance procedure.
5. The Union shall have the right to initiate and appeal a grievance.
6.
 - a. A grievance should be filed as soon as is practicable after knowledge of the facts giving rise to the act or condition which is the basis of the grievance.
 - b. In no case shall a grievance cite as an alleged violation a specific act which occurred more than thirty (30) days previous to the filing of the written grievance; however, a teacher may at any time cite a violation which is a continuing violation.
 - c. In no case shall a grievance cite as an alleged violation a condition which terminated more than thirty (30) days previous to the filing of the written grievance unless a lack of knowledge of the act or condition is the reason for having failed to honor these time limits, in which case, the grievance must be filed within thirty (30) days after becoming aware of the aforesaid act or condition.
 - d. The thirty (30) day time limit for the initial filing of a grievance shall not apply after a principal or the Executive Director of Human Resources has received a written dated notification of a possible grievance, unless the principal or Executive Director of Human Resources responds to this notification of a possible grievance with a written dated request that the time limits of this section be honored. This request shall be sent to the aggrieved teacher with copies to the Union Building Representative and the Union Grievance Chairperson. The formal written grievance shall then be filed in the appropriate stage no later than thirty (30) days after receipt of the principal's or Executive Director of Human Resources request unless it is a continuing grievance.
 - e. Summer vacation days shall be excluded in computing this thirty (30) day time limit for the initial filing of a grievance.
7. All meetings held under the terms of the grievance procedure shall be held in private unless mutually agreed that it is to be a public meeting.
8. Failure at any stage of this procedure to submit the decision on a grievance within the specified time limits shall permit the Union to take the grievance to the next stage of this procedure within the time limits for the appeal from that stage. Failure at any stage of this procedure to take the grievance to the next stage within the specified time limits shall be deemed to be acceptance of the decision.

9. Time limits outlined in this grievance procedure may be extended by mutual agreement of the parties involved, in which case, it is clearly understood by the parties that the grievance is held in abeyance and that no party shall suffer any penalties as a result of the extension of time limits.
10. Failure to file a grievance shall not be interpreted as agreement with any interpretation of and/or change in this Agreement and/or written Board and Personnel Policy and/or established local working conditions or practices.
11. Settlement of grievances may or may not be retroactive as the equity of the particular cases demand, but in no event shall retroactive payment to a teacher commence earlier than thirty (30) days prior to the date of filing the written grievance except for situations covered by Article VIII, Section D of this Agreement and except where there was a lack of knowledge of the act or condition which was the basis for the grievance.
12. No documents, communications or records dealing with the processing of a grievance shall be filed with the personnel file of the participants except upon the written request of the aggrieved teacher.
13. A grievance may be withdrawn by the Union at any time.
14. Released time without loss of pay shall be provided for teachers who must attend meetings scheduled under terms of this procedure.
15. No reprisal or punitive action of any kind shall be taken by either party against either party of interest or by a participant in the grievance procedure.
16. If the contract has been violated, but the language of the contract does not suggest an appropriate remedy, and the parties are unable to agree on an appropriate remedy, the aggrieved may continue to process the grievance in an effort to attain an appropriate remedy.

ARTICLE IV SHORT TERM LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher shall be allowed each school year ten (10) days leave without loss of pay for personal illness, injury, quarantine, or temporary disability caused by pregnancy.
2. The statement "personal illness" shall be deemed sufficient reason for any personal illness which does not extend beyond three (3) days.
3. A doctor's certificate shall be required for absences which extend four (4) days or longer.
4. All unused days of leave allowance for personal illness shall accumulate from year to year without limit. (This section became effective September 1, 1969.)
5. If sick leave use has been frequent, or if there is a suspicion of misuse of sick leave, the administration may require the submission of a physician's statement certifying illness or other evidence substantiating the need for such leave.

B. Personal Business Leave

1. Each teacher shall be allowed two (2) days each year without loss of pay for the conduct of personal business and/or civic affairs.

2. The statement "personal business" or "civic affairs" shall be deemed as sufficient cause and reason for any use of personal business leave.
 3. A teacher planning to take personal business leave shall give a minimum of one day notice when possible.
 4. All unused days of leave allowance for personal business shall accumulate from year to year up to a maximum of four (4) days. All unused personal business days in excess of four (4) days shall at the end of the school year be added to the teacher's sick leave accumulation. For a teacher who does not plan to return to work the following year, either through retirement or resignation, these days shall be included to determine severance pay.
 5. If the teacher begins employment on the first day of the second semester or thereafter, he/she shall be allowed one day of such personal business leave.
- C. Leave for Serious Illness or Injury in the Family
1. Each teacher shall be allowed a maximum of five (5) days leave per year for absences occasioned by serious illness or injury in the immediate family (*); or the serious illness or injury of an individual residing in the household of and with the teacher when such individual (other than immediate family) is primarily dependent upon the teacher for care.
 2. Pay for such absence shall be deducted from available sick leave benefits.
 3. A doctor's certificate may be required by the School Corporation for such absence.
 4. The statement, "serious illness in the family," shall be deemed sufficient reason for any leave for serious illness in the family which does not extend beyond two (2) days.
- D. Leave for Religious Holidays - Up to two days in excess of personal leave days may be granted to observe recognized religious holidays without loss of pay.
- E. Leave for Death in the Family
1. Each teacher shall be allowed up to a maximum of seven (7) calendar days leave in succession without loss of pay or deduction from other leave provisions upon the death of a member of the immediate family (*). This leave may commence, at the option of the teacher, on the day of the death or the day after the death.
 2. Each teacher shall be allowed a one (1) day leave of absence without loss of pay or deduction from other leave benefits upon the occasion of the death of a relative who is not a member of the immediate family (*) whose residence is not in the home of the teacher. (This leave may be taken within the seven (7) day period described in Section E-1 above.)
 3. The Emergency Manager may allow additional days of leave without loss of pay for a death in the family or other relatives of a teacher depending upon the circumstances in each case.
- F. Definition of Immediate Family
- Immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, other relatives residing in the home as members of the household, and other persons who stood in the capacity of parent in that they supported the teacher as a minor.

G. Leave for Attendance at Funerals

Three (3) hours without loss of pay or deduction from leave accumulation shall be allowed each teacher for attendance at funerals other than those of relatives or immediate family. A teacher planning to take leave under this section shall give a minimum of one (1) day notice when possible. In an instance where the principal may foresee an emergency, he/she should make an effort, in advance, to determine the number of anticipated absences. In such instances, a cooperative effort between the principal and the teachers in the building is encouraged to resolve the problem which may arise. A teacher shall be granted no more than three (3) leaves for attendance at funerals during a given school year.

H. Leave for the Birth or Adoption of a Child

1. A leave of one (1) day without loss of pay to be deducted from sick leave accumulation shall be allowed each teacher during the period that his wife is confined to the hospital or the day that she returns home from the hospital following the birth of a child.

I. Leave for Public Service

1. Any teacher shall be paid his/her regular salary for the period of any absence for which he/she is serving jury duty without any deduction from other leave provisions.
2. A teacher shall be allowed a leave of absence without loss of pay and without deduction from any leave provision for all absences when he/she is subpoenaed as a witness in any case concerning the School Corporation.
3. Subject to the approval of the Superintendent a teacher may be allowed time off without loss of pay or deduction from leave or deduction from leave accumulation for necessary court appearances, performance of other public duties, obligations or services.

J. Military Duty Leave

If National Guard or Reserve encampment or a period of active training due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The employee will receive regular salary for days spent in government service during a school year to the extent allowable by statute.

K. Professional Leave

1. It is recognized by the parties that the development and continuation of quality education programs is often accomplished by observing and studying what other teachers are doing. In accordance therewith, teachers may arrange to visit other schools and attend professional meetings without loss of pay and without deduction from any leave provision. A teacher desiring a leave under this section shall submit a request on the appropriate form to the principal. The principal shall forward the request to the Emergency Manager or his/her designee with a recommendation to approve or deny the same and his/her rationale for such recommendation. Such request shall be subject to the approval of the Emergency Manager or his/her designee.

2. Such leaves may be granted upon prior approval by the Emergency Manager without deductions from salary or leave accumulation and may, upon prior approval by the Emergency Manager, have the expenses reimbursed by the School Corporation.

L. Sick Leave Bank

1. A Sick Leave Bank shall be established for teachers in the Gary Community School Corporation, effective September, 1984.
 - a. A Sick Leave Bank Committee consisting of three (3) teachers appointed by Local #4 and three (3) administrators designated by the Emergency Manager shall establish procedures for and administer the program. The Director of Business Services or his/her designee shall serve as a consultant to the Committee. Procedures established by the Committee must be approved by the Board of School Trustees and must comply with State Law and regulations of the State Board of Accounts.
 - b. The Sick Leave Bank Committee shall inform the Union and the School Corporation in writing of any decision of the Committee granting or denying a request to withdraw from the Sick Leave Bank, the need to have additional contributions and, at the start of the school year, the names of those teachers, along with the amount of sick leave days, who will be repaying sick leave days to the Sick Leave Bank. An annual report of the experience of the Committee shall be provided to the Union and the Emergency Manager of the full activities of the Sick Leave Bank Committee before July 1, of each year. The Superintendent and the Union President may review the records at any time.
 - c. Any member having a complaint or objection to the procedure of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent of Schools and the President of Local #4 for submission to the respective negotiating teams.

Any member having a complaint or objection to a decision of the Sick Leave Bank Committee may file said complaint or objection with the Superintendent of Schools and the President of Local #4 for their joint review and determination.
2.
 - a. A teacher may participate in the Sick Leave Bank by contributing one (1) day of sick leave during the first month of the program's implementation or eligibility. The teacher shall complete the necessary form and return same to the Sick Leave Bank Committee prior to October 15. A list of teachers who have joined the Sick Leave Bank will be available by November 1.
 - b. If a teacher joins the Sick Leave Bank after his/her first year of eligibility, he/she shall deposit two (2) days in the bank during the open enrollment period (Sept. 1 - Oct. 15).
 - c. A teacher who has joined the sick leave bank shall continue to be a member year after year until such time as he/she is no longer employed by the Gary Community School Corporation or submits a written statement to the Sick Leave Bank Committee requesting that he/she be removed from the rolls of participants in the bank, or he/she is no longer a member of the bargaining unit. Sick leave days on deposit with the bank shall not be returned in any of these instances.

- d. In the event that the balance of days in the Sick Leave Bank drops below 150 days, each member shall contribute one (1) additional day.
- e. Members of the Sick Leave Bank who make withdrawal shall repay the bank at the rate of three (3) sick leave days per year. On the form requesting a withdrawal from the Sick Leave Bank, the teacher shall authorize the School Corporation to assign, at the rate of three sick leave days per year from the teacher's future sick leave entitlement, to the Sick Leave Bank until the days are repaid.
- f. Members of the Sick Leave Bank who are unable to contribute days to the bank when it is depleted as described in Section 2-b shall be required to contribute appropriate day(s) to the bank as soon as they are earned in order to remain members of the Bank in good standing.

3. Procedures for Withdrawal

- a. A member requesting days from the Sick Leave Bank shall complete the application form with supporting evidence from the member's physician, and forward same to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall have the responsibility to either grant, or deny the withdrawal request.

If the member is incapacitated and cannot make application for withdrawal, the Committee may make an application on the behalf of an incapacitated member and may grant the withdrawal on his/her behalf.
- b. During the period of sick leave bank withdrawal, the member or his/her physician shall submit bi-weekly certifications of continued illness.
- c. General
 - (1) Participants may be granted sick leave from the bank if the member has depleted his/her own sick leave and if the member had at least ten (10) days at the onset of the absence for which a withdrawal from the Sick Leave Bank is requested. The withdrawal from the Sick Leave Bank shall be equal to the number of accumulated sick leave days that the individual had at the onset of absence for the illness or injury as reported by the Office of Business Services. The withdrawal by the teacher shall not be for more than fifty (50) or less than ten (10) days.
 - (2) Should a teacher who has requested days from the Sick Leave Bank return to work prior to using all the days given by the Bank, the unused days shall be returned to the bank. In this event, the teacher shall not be eligible for any additional days from the bank for that school year.
 - (3) The sick leave benefit shall be limited to use only once per member in any given school year.
 - (4) It is understood that the Sick Leave Bank is intended for recovery from illnesses and injuries of the teacher.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

1. Sabbatical Leaves
 - a. Any teacher who has completed six consecutive years of teaching in the Gary Community School Corporation may apply for a sabbatical leave.
 - b. A sabbatical leave will be granted to permit a teacher to engage in full-time professional study, research, or educational travel or for any combination of these three purposes in an academic program conducted by an approved institution of higher learning. Full-time professional study shall be defined as a minimum of nine (9) graduate hours or thirteen (13) undergraduate hours or other full-time study or full-time research as certified by the agency or institution, each semester of the leave.
 - c. A plan for such full-time professional study, research, or educational travel shall be submitted with the leave application.
 - d. The application for sabbatical leave shall be filed with the Emergency Manager on or before March 1 of the year preceding the school year for which the leave is requested.
 - e. Sabbatical Leave shall be granted for not less than one semester nor more than one school year. A leave without compensation may be granted immediately following a Sabbatical Leave.
 - f. The teacher must agree to return to regular service for one school year in the Gary Community School Corporation at the expiration of the leave.
 - g. If the teacher does not return to regular service for one school year at the expiration of the leave, all salary paid to such teacher during such leave shall become due immediately and payable to the Gary Community School Corporation. If the teacher becomes permanently disabled before he/she can meet the return to regular service requirement, he/she shall not be required to refund the amount pay received while on leave. The estate of a teacher shall not be held liable for any salary paid to a teacher while on Sabbatical Leave, in the event that the death of the teacher prevents the return to regular service requirement.
 - h. The number of Sabbatical Leaves available each year shall equal one-half (1/2) of one percent (1%) of the number of members in the bargaining unit.
 - i. Sabbatical Leaves shall not be granted during a school year in which teachers' received no salary increase pursuant to the Appendix A, Gary Community School Corporation Teacher Compensation Model.
 - j. Teachers on Sabbatical Leave will not engage in remunerative employment. An exception may be made to this rule in an instance where an assistantship or fellowship, or grant is offered in which the experience would be directly applicable to the field in which the staff member is assigned or for which he/she is preparing. For an exception to be granted, a request must be filed in writing with the Emergency Manager describing the nature of the assistantship, fellowship or grant offered.
 - k. A Sabbatical Committee consisting of three (3) teachers appointed by Local #4 and three (3) administrators shall review the requests for Sabbatical Leave and make recommendations to the Emergency Manager on or

before April 1 for approval of the applicants to whom leaves will be awarded. A representative of the Human Resource Department will act as a consultant to the committee.

- l. Selections from the approved applicants will be made so as to provide approximately equal number of leaves in each of the following experience groups: (a) 6-12 years; (b) 13-18 years; and (c) 19+ years. The number of leaves for persons whose assignment is primarily at the secondary level should equal as far as possible the number of leaves for persons whose assignment is primarily at the elementary school level.
- m. The staff member shall, within thirty days after return from Sabbatical Leave, submit a report to the Superintendent concerning the manner in which the leave was used.
- n. A teacher on Sabbatical Leave shall receive one-half (1/2) of the salary he/she would have received if he/she had remained on active duty, provided that, in no case, shall the salary paid exceed one-half (1/2) of the maximum for the Master's Degree Schedule.

The total income from Sabbatical Leave salary and any additional scholarships, fellowships, or grants shall not exceed the salary for the Master's Degree Schedule. If the total should be greater, the Sabbatical Leave allowance shall be reduced accordingly.
- o. All regular deductions from salary will continue while a teacher is on Sabbatical Leave.
- p. The Indiana State Teacher's Retirement Board may grant credit for professional improvement, upon application accompanied by a transcript showing twenty (20) semester hours or thirty-two (32) term hours completed, together with the dates of attendance at the college or university attended. Summer school credit is not allowable. Payment of contribution at the rate in effect for active teachers is required, if applicable, and such credit shall be limited to one-seventh (1/7) of the service credit claimed for retirement.
- q. A teacher on Sabbatical Leave shall have health and life insurance benefits as defined in subsection C-2 of Article VII.

ARTICLE VI**EXTRA COMPENSATION DUTIES**

- A. Compensation for teachers of remediation, grant programs, and after school programs shall be paid at the rate of \$37.50 an hour.
- B. Night School Positions
1. a. Teachers in the night school shall receive their regular pay when there is an unscheduled closing of the night school in the same manner as regular day school teachers. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]
 - b. In evening vocational programs which are contracted for a specific number of hours, teachers shall be paid for the actual number of hours worked. [Pursuant to IC 20-28-6-7 (c) this provision was not bargained and has been included for informational purposes only.]
- C. Summer School Pay
- The salary of a summer school teacher who serves on a Supplemental Service Contract shall be at the rate of \$37.50 an hour.
- D. Professional Development Pay
- Teachers that are required to attend professional development outside of the normal work day shall be paid at the rate of thirty dollars (\$30.00) an hour.
- E. Supplementary Pay
1. The administrators and teachers in each school shall determine the activities to be sponsored and paid for from the Supplementary Pay Account.
 2. In 1999, the allocation shall be:

| | |
|---------------------|----------|
| Elementary Schools | \$600.00 |
| Middle Schools | \$650.00 |
| Senior High Schools | \$700.00 |

The per pupil allocation shall be \$.95.
 3. Teachers who receive flat-rate pay for a specific activity are not eligible for supplementary pay for the same activity.
- F. Pay for teaching during planning time
- In the event it becomes necessary for a teacher to give up planning time to serve as a substitute the teacher shall be paid at the rate of \$37.50 an hour. Substitute teaching during a teachers plan period is considered an ancillary duty.

**ARTICLE VII
SALARY, INSURANCE AND OTHER FRINGE BENEFITS**

A. Salary

1. Teachers shall be paid a salary pursuant to the Appendix A, Gary Community School Corporation Compensation Model.
2. In addition to the salaries set forth above, the Board shall pay on behalf of each teacher, the teacher's 3% ISTRF contribution (Effective January 1, 1999).
3. Teachers shall receive pay for the following holidays: Labor Day (when school starts before or the day after Labor Day) Wednesday before Thanksgiving, Thanksgiving Day, Thanksgiving Friday, M.L.King's Birthday, Presidents' Day, Good Friday, Easter Monday and Memorial Day. In the event students are scheduled to be in attendance on one of those holidays, another day shall be selected by the parties as a paid holiday. [This provision was not bargained and has been included for informational purposes only.]
4. All teachers who attain National Board of Professional Standards Certification will receive a stipend in the amount of one thousand dollars (\$1,000). These stipends will be paid during term of the current Agreement. (July 1, 2018 – June 30, 2019) This stipend was bargained outside of the compensation model in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board.
5. All teachers who attain National Board of Professional Standards Certification will receive a \$1,000 stipend in the school year following attainment and each year certified thereafter. This shall be in addition to any salary supplement provided by the State.

B. Insurance

1. Eligible Employees
 - a. Each teacher who is employed for a contract year (Sept.- June) shall receive one (1) full year (September 1 through August 31) of health and life insurance benefits.
 - b. Any teacher hired during the contract year who has fulfilled contractual obligations and has been issued a contract for the year, shall have continuous coverage through August 31.
2. Gary Community School Corporation Basic Medical and Hospitalization Insurance
 - a. The Board of School Trustees of the Gary Community School Corporation and the Gary Teachers Union, Local No. 4, AFT, hereby agree, effective January 1, 2017, the Board shall pay \$8,211.72 annually toward the cost of a single membership and \$18,844.20 annually toward the cost of a family membership in the Gary Community School Corporation Basic Medical and

Hospitalization Insurance Plan. Effective January 1, 2017, a teacher electing to participate in a single or family membership in the Gary Community School Corporation Basic Medical and Hospitalization Insurance Plan shall pay \$1,743.60 annually toward the cost of a single plan and \$3,997.00 annually toward the cost of family plan.

Effective January 1, 2019, the Gary Community School Corporation shall pay \$9,639.12 annually toward the cost of a single membership and \$22,121.16 annually toward the cost of a family membership in the Gary Community School Corporation Basic Medical and Hospitalization Insurance Plan. Effective January 1, 2019, a teacher electing to participate in a single or family membership in the Gary Community School Corporation Basic Medical and Hospitalization Insurance Plan shall pay \$1,743.60 annually toward the cost of a single plan and \$3,997.00 annually toward the cost of family plan.

- b. The benefit year for the medical and hospitalization insurance shall commence on September 1 and cover the period through August 31 of the following calendar year. The premium year shall coincide with the base year in determining percent increases. Current insurance premium adjustments (12/31/02): the parties have agreed to the option set forth in the Insurance Memorandum dated August 17, 2003.
 - c. The base year shall be defined as January 1 through December 31 of any given year.
3. The School Corporation will provide Term Life insurance of \$25,000 for each teacher. In addition, each teacher shall have the option of purchasing additional life insurance at a cost to the teacher equal to the prevailing rate per month per thousand dollars of additional term life insurance up to a maximum of \$100,000.
4. Proof of Insurability

The School Corporation shall have, on file, an acknowledgment form for refusal of coverage which has been signed by the employee. The administration and the Union will jointly develop the form to be used for the purposes of this section.

New Employees: The School Corporation shall offer health and life once at the time of employment. Each teacher must apply for insurance (life and/or health) within thirty (30) days of date of hire as a regular teacher. Each teacher who applies for insurance after thirty (30) days must show evidence of insurability subject to the approval of the insurance company.

Current Employees: Current employees who are not now enrolled in the life and/or health insurance program and who apply for coverage at a later date shall show evidence of insurability, unless there is a qualifying event as defined in the policy issued by the carrier (i.e., marriage, divorce, adoption, layoff/involuntary termination, death or birth). Application for coverage must be made and received by the Corporation's Insurance Department within thirty (30) days of the event.
5. The Board of School Trustees agrees to pay \$25.00 per annum per teacher who chooses to sign up for the group dental program. Additional cost of the said dental program shall be deducted from the participant's pay over 20.5 pay periods.

6. A committee composed equally of representatives of the Union and the administration shall study the present insurance programs to explore the possibility of obtaining improved benefits through more efficient programs and to investigate competitive insurance carriers if a more competitive rate is provided by another acceptable insurance company. If it is determined that self-insurance for medical and hospitalization programs is more cost effective and efficient, a recommendation will be made to the Board and the Union for implementation. Upon approval by both parties, the program shall be implemented. This committee will conclude its review by August 1, in any given year, but in any event the Committee will issue a report to the Union and the Board of School Trustees concerning its study.

C. Continuation of Insurance

1. Teachers on an approved leave of absence for illness shall have the employer's share of their health, life and dental insurance premium paid by the Gary Community School Corporation for the duration of the illness. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation.

Said duration of illness shall be certified by a doctor's statement and shall be granted up to a maximum of nine (9) months.
2. A teacher on Sabbatical Leave shall have one half (1/2) of the employer's share of their health, life and dental insurance premiums paid by the Gary Community School Corporation for the duration of the leave. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation.
3. Teachers on maternity leave shall have the employer's share of their health, life and dental insurance premiums paid by the Gary Community School Corporation for nine (9) months after the commencement of the leave. The employee's share, if any, will be paid directly to the Payroll Department for the Gary Community School Corporation. If the maternity leave extends beyond this contractually defined disability period, the teacher shall have the right to participation as set forth in subsection C-4 below. If after this defined disability period expires and the teacher is still disabled from complications of the pregnancy or the delivery, the teacher may apply for illness leave. (Article XVI, Section D-2e).
4. The School Corporation shall administer the continuation of insurance pursuant to Federal Law (P. L. 99-272 COBRA) and the Indiana Law (IC 5-10-8-2).

D. Termination of Employment

1. Teachers who are terminated for cause (not including reduction in force) shall participate in the group health, life and dental insurance program and the School Corporation shall continue its contribution until thirty (30) days after termination.
2. Teachers who are terminated for reduction in force and who request and are granted a leave of absence may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until August 31 following the end of the school year in which the teacher was terminated for reduction in force. After that August 31 date that teacher may participate in the group health and life insurance program as described in section C-4.

3. Teachers who retire or resign shall have the following continuation rights:
 - a. Teachers whose retirement or resignation, becomes effective the last day of school may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until the August 31 immediately following the end of the school year in which the teacher retires or resigns.
 - b. Teachers whose retirement or resignation becomes effective before the end of the school year may continue their participation in the group health, life and dental insurance program and the School Corporation will continue its contribution until thirty (30) days after retirement/resignation.
 - c. Teachers may not participate in the Group health, life and dental insurance program beyond the times outlined in a and b above.

E. Severance Pay

The contract salary of each teacher for his/her last year of employment shall be increased according to the following formula:

1. Teachers with 1-14 years of creditable service will receive an increase in their last year of employment equal to an amount determined by multiplying thirty dollars (\$30.00) per day times the number of accumulated sick leave days.
2. Teachers with 15-24 years of creditable service will receive an increase in their last year of employment equal to an amount determined by multiplying forty dollars (\$40.00) per day times the number of accumulated sick leave days.
3. Teachers with 25 or more years of creditable service will receive an increase in their last year of employment equal to an amount determined by multiplying fifty dollars (\$50.00) per day times the number of accumulated sick leave days.
4. In computing the severance pay described above, a maximum of one hundred fifty (150) accumulated sick leave days will be utilized in the formula.

F. Terminal Retirement Pay

1. A teacher during the last year of employment prior to his/her retirement will receive a one-time stipend according to the following schedule:

| | |
|---|---------|
| Teachers with 15-19 years of creditable service | \$2,000 |
| Teachers with 20-24 years of creditable service | \$4,000 |
| Teachers with 25 and over years of creditable service | \$6,000 |
2. The teacher planning to retire should notify the Superintendent's office in writing preceding the retirement to become effective at the end of the semester or the close of the school year, so that the teacher's salary can be increased to meet this provision.
3. When teachers are forced into retirement as a result of ill health, accident or other unforeseen circumstances, the requirements of a written notice of intent to retire shall be waived and terminal pay benefits shall be paid in a lump sum upon the retirement of such teacher.
4. Any teacher who becomes disabled prior to age fifty (50), who meets the minimal creditable service requirements of fifteen (15) years of teaching, and who is eligible for disability retirement, as determined by the Board of Trustees of the Indiana

State Teachers, Retirement Fund, shall also be eligible for terminal retirement benefits as outlined in this Section.

- G. Payment of retirement, severance pay, and continuation of group health and dental insurance.
 - 1. Upon the death of a teacher eligible for terminal retirement pay benefits and severance pay, benefits shall be paid directly in a lump sum in the following manner.
 - a. The designee of the decedent filed with the Assistant Superintendent of Business Affairs of the Gary Community School Corporation.
 - b. The surviving spouse if no designee.
 - c. Children of the decedent if no designee or surviving spouse of the decedent.
 - d. The administrator or executor of the decedent's estate, if no designee or surviving spouse or children.

Proof of marital status or relationship shall be furnished by anyone claiming under this section.
 - 2. The following rights, subject to the limitations of the rules and regulations of the insurance carrier, will continue to be in effect after the death of a teacher:
 - a. The School Corporation will continue to contribute, until August 31 to the family health program of teachers whose death occurs after the last day of the school year.
 - b. The family health program of teachers whose death occurs before the last day of the school year will be maintained for thirty (30) days after death.

ARTICLE VIII PAYROLL PROCEDURES

- A. Teachers shall have the option of having the annual salary spread over twenty-six (26) bi-weekly payroll periods. A request for the 26-pay option shall be irrevocable for one (1) year.
- B. The School Corporation agrees to provide a detailed accounting with each check issued to teachers, using the existing check forms.
- C. Supplemental Payment for Errors
 - 1. A teacher who through no error of his/her own, receives less than the pay to which he/she is entitled on any payroll payment date shall receive supplemental payment for underpayment prior to the next regular payroll payment date provided he/she notifies the Payroll Department of the School Service Center before 12:00 noon of the next work day following the pay date on which the error was made.
 - 2. A check in the amount of the underpayment will be available to the teacher at the Payroll Department no later than 12:00 noon of the second work day following the payroll date on which the error was made provided that any necessary changes in attendance records are authorized and verified in writing by the principal, department head or supervisor who signed the attendance authorization which needs correction.

3. A teacher who makes notification of the error later than 12:00 noon of the next work day following the date of the error shall have the necessary correction made on the next regular paycheck following the notification provided the necessary written verification has been received by the Payroll Department by the Monday preceding the pay date.
- D. The School Corporation shall make payment, retroactive to the beginning of the contract year, for all errors discovered during the contract period.
- E. At the time of employment, each teacher is required to file a W-4 form showing his/her Social Security number and number of dependents. The teacher can claim no more than the correct number of exemptions. However, the teacher who expects to owe more income taxes for the year than will be withheld if he/she claims every exemption to which he/she is entitled, may increase the withholding by claiming a smaller number of exemptions. If claiming no exemptions still does not result in enough withholding to meet income taxes due, the School Corporation will withhold the additional amount which is requested on the W-4 form by the teacher. This remains effective indefinitely unless a change is filed.
- F. Tax-Deferred Annuities
 1. We agree that some plan of deduction for the tax-deferred annuity for teachers be adopted.
 2. In an effort to provide all teachers with maximum opportunity to participate in annuities, a committee of no more than three teachers, along with the Director of Business Services of the Gary Community School Corporation, shall continually review plans offered by several companies, in addition to the present carriers. The committee may recommend to the Emergency Manager additional plans or a change in plans.
- G. Credit Union deductions, Gary Educational Development Foundation, United Way, and other approved deductions, will be made twelve months a year for all employees on twenty-six pay option.
- H. The Board agrees to continue the existing procedures whereby Union dues are deducted from the pay of teachers requesting it.

ARTICLE IX CONFERENCES AND MEETINGS

- A. Pay for Mutually Scheduled Meetings
When members of the bargaining unit are mutually scheduled by the Emergency Manager or his/her designated representative and the President of the Union to participate during work hours in conferences, meetings, or in negotiations, respecting this Agreement, they shall suffer no loss in pay.

**ARTICLE X
CONFORMITY TO LAW-SAVING CLAUSE**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.
- B. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, or the IEERB, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

**ARTICLE XI
DURATION OF AGREEMENT**

This Agreement shall be effective as of **July 1, 2018**, and shall continue in effect through **June 30, 2019**. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by written agreement of the parties.

This Agreement was made and entered into at Gary, Indiana, on this ____ day of November, **2018**, by and between the Gary Community School Corporation and the Gary Teachers Union Local #4, AFT.

GARY COMMUNITY SCHOOL CORPORATION

By _____, Emergency Manager

GARY TEACHERS UNION, LOCAL #4, AFT, AFL-CIO

By _____, President

By _____, Secretary

Appendix A

GARY COMMUNITY SCHOOL CORPORATION

Teacher Compensation Model Effective July 1, 2018 (Salary Range: \$40,500 - \$67,500)

The Teacher Compensation Model shall consist of four (4) factors used to determine increases in teacher compensation:

1. Teacher Summative Evaluation (4 base units)
Teachers who score in the top two categories (Highly Effective or Effective) on the evaluation instrument earn 4 base units.
2. Experience (1 base unit)
Teachers who had a minimum of 120 paid days the previous school year earn 1 base unit.
3. Academic needs of students (1 base unit)
The academic needs of students requires that teachers continue to pursue additional educational opportunities throughout their teaching careers. Teachers who have a Master's Degree or a Bachelor's plus 36 hours of credits earn 1 base unit. For Bachelor's plus 36 hours the credit hours must be earned subsequent to obtaining a teaching license. Eligible content areas are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent.

OR

Teachers who have successfully completed 3 hours of credit in the teacher's content area during the previous school year earn 1 base unit. These credit hours should serve to expand a teacher's understanding, knowledge base, or knowledge in a field directly related to his or her instructional duties. Eligible content areas are any content area (as defined by IDOE) in which the teacher currently teaches or any other content area approved by the Superintendent.

4. Academic needs of students (1 base unit)
The academic needs of students requires that teachers continue to pursue professional growth experiences throughout their teaching careers. Teachers who have earned 45 professional growth experience points during the previous school year earn 1 base unit. The professional growth experience points shall be calculated with (1) clock hour qualifying for (1) professional growth experience point in education activities as outlined by the Indiana Department of Education.

Eligibility

Teachers who score in the bottom two categories (Needs Improvement or Ineffective) shall not be eligible to receive any increase in compensation. This section does not apply to a teacher in the first two (2) full school years that the teacher provides instruction to students in an elementary school or high school.

The amount that would otherwise have been allocated for increases in teacher compensation for teachers rated "Needs Improvement" or "Ineffective" shall be allocated for increases in teacher compensation for teachers rated "Effective" or "Highly Effective" based upon the teacher compensation model.

Each school year the Gary Community School Corporation and the Gary Teachers Union will negotiate the amount of money available for teacher salaries. This dollar amount will then be used to determine the dollar amount for each base unit.

For the 2018-2019 school year a teacher's salary will be determined by adding the earned base units from the compensation model to the teacher's 2017-2018 base salary. The base salary of a teacher shall be capped at \$67,500. For school years subsequent to the 2018-2019 school year a teacher's salary will be determined by adding the earned base units from the compensation model to the teacher's previous school year base salary. Should this amount exceed the salary cap \$67,500 in part or in total, those dollars will be paid to the teacher in the form of a one-time stipend. An increase in a teacher's base pay shall be effective the first day of a given school year. A one-time stipend shall be paid to a teacher on the first pay date of a given school year or as soon as practicable thereafter.

For the 2018-2019 school year a new teacher's base salary shall be \$40,500. In the event a new teacher is hired with outside teaching experience, or in a hard to fill teaching assignment, the superintendent may grant an addition to the base salary in increments of \$1,000.00 up to a maximum of \$5,000.00. In the event a new teacher is hired with outside teaching experience, or in a hard to fill teaching assignment, the superintendent with the agreement of the Gary Teachers Union may grant an addition to the base salary in increments of \$1,000.00 above the maximum of \$5,000.00.

These calculations required by Indiana Statutes, do not create vested entitlements but merely the rates of pay at which teachers will be paid for the following school year.

The Gary Community School Corporation and the Gary Teachers Union agree, because of the financial condition of the school corporation, the 2018-2019 school year value of a base unit in the teacher compensation model shall be \$0.

| Appendix B | | | |
|---|-----------------------|-----------------------------|-----------------------------|
| GARY COMMUNITY SCHOOL CORPORATION FLAT-RATE PAY SCHEDULES 2008 – 2009 | | | |
| SUPPORT | | 2008 2.50% | 2009 2.00% |
| TEACHER FACILITATORS/EDUCATIONAL SPECIALISTS | | ,999.84 | \$2,039.84 |
| ATHLETICS | | | |
| HIGH SCHOOL | ATHLETIC DIRECTOR | ,456.69 | \$6,585.83 |
| | BASEBALL | | |
| | Head | ,873.96 | \$3,951.44 |
| | Assistant | ,937.05 | \$1,975.79 |
| | BASKETBALL BOYS | | |
| | Head | ,026.33 | \$6,146.85 |
| | Reserve | ,089.28 | \$4,171.06 |
| | Frosh | ,013.10 | \$3,073.36 |
| | BASKETBALL GIRLS | | |
| | Head | ,026.33 | \$6,146.86 |
| | Reserve | ,089.28 | \$4,171.07 |
| | Sponsor | ,937.05 | \$1,975.79 |
| | CROSS COUNTRY (BOYS) | ,152.23 | \$2,195.28 |
| | CROSS COUNTRY (GIRLS) | ,152.23 | \$2,195.28 |
| | FOOTBALL | | |
| | Head | ,026.33 | \$6,146.85 |
| | Assistant | ,089.28 | \$4,171.06 |
| | 2nd | | |
| | Assistant | ,723.44 | \$3,797.91 |
| | Frosh | ,013.10 | \$3,073.36 |
| | Frosh | | |
| | Assistant | ,721.86 | \$1,756.30 |
| | GOLF (BOYS) | ,152.23 | \$2,195.28 |
| | GOLF (GIRLS) | ,152.23 | \$2,195.28 |
| | SOCCER | ,937.05 | \$1,975.79 |
| | SOFTBALL (GIRLS) | ,040.96 | \$3,101.78 |
| | SWIMMING | | |
| | Head | ,873.96 | \$3,951.44 |
| | Assistant | ,937.05 | \$1,975.79 |
| | Head | | |
| | SWIMMING (GIRLS) | ,873.96 | \$3,951.44 |
| | TENNIS (BOYS) | ,937.05 | \$1,975.79 |
| | TENNIS (GIRLS) | ,937.05 | \$1,975.79 |
| | TRACK | | |
| | Head | ,873.96 | \$3,951.44 |
| | Assistant | ,937.05 | \$1,975.79 |

| | | | | |
|-----------------------------------|-------------------------|-----------|----------|------------|
| | VOLLEYBALL | Head | ,152.23 | \$2,195.28 |
| | | Assistant | ,506.55 | \$1,536.68 |
| | WRESTLING | Head | ,873.96 | \$3,951.44 |
| | | Assistant | ,937.05 | \$1,975.79 |
| MIDDLE SCHOOL | | | | |
| | BASKETBALL | | ,560.41 | \$1,591.62 |
| | CROSS COUNTRY | | \$860.87 | \$878.08 |
| | FOOTBALL | Head | ,287.55 | \$2,333.30 |
| | | Assistant | ,501.75 | \$1,531.78 |
| | TRACK | | ,183.77 | \$1,207.45 |
| | VOLLEYBALL | | ,076.05 | \$1,097.57 |
| 6TH GRADE | BASKETBALL | | \$757.47 | \$772.62 |
| ELEMENTARY | | | | |
| | BASKETBALL | | \$645.68 | \$658.60 |
| | SPECIAL OLYMPICS | | \$645.68 | \$658.60 |
| | MUSIC | | | |
| HIGH SCHOOL | | | | |
| | BAND & ORCHESTRA | Director | ,797.91 | \$2,853.87 |
| | | Assistant | ,475.01 | \$2,524.51 |
| | CHORAL DIRECTOR | | ,797.91 | \$2,853.87 |
| MIDDLE SCHOOL | | | | |
| | BAND & ORCHESTRA | Director | ,721.86 | \$1,756.30 |
| | | Assistant | ,721.86 | \$1,756.30 |
| | CHORAL DIRECTOR | | ,721.86 | \$1,756.30 |
| ELEMENTARY | CHORAL DIRECTOR | | \$645.68 | \$658.60 |
| | OTHER ACTIVITIES | | | |
| ELEMENTARY (PER SCHOOL) | | | | |
| | Safety Patrol Sponsor | | \$299.84 | \$305.84 |
| | Spell Bee Competition | | \$299.84 | \$305.84 |
| | Student Council | | \$366.90 | \$374.24 |
| | Speech Contest | | \$299.84 | \$305.84 |
| MIDDLE SCHOOL (PER SCHOOL) | | | | |
| | Spell Bowl Competition | | \$449.83 | \$458.83 |
| | Assistant Coach | | \$299.84 | \$305.84 |

| | | |
|--|------------|------------|
| Student Council | \$707.28 | \$721.42 |
| Honor Society | \$353.57 | \$360.64 |
| HIGH SCHOOL (PER SCHOOL) | | |
| Academic Super Bowl Sponsor | \$299.84 | \$305.84 |
| Each Content Area | \$749.67 | \$764.67 |
| Student Council | \$1,414.42 | \$1,442.71 |
| Honor Society | \$707.28 | \$721.42 |
| Class Sponsors | \$707.28 | \$721.42 |
| EMERSON VISUAL/ PERFORMING ARTS CENTER | | |
| Art | \$935.53 | \$954.24 |
| Art Coordinator | \$2,338.88 | \$2,385.66 |
| Dance | | |
| Full Time | \$2,338.88 | \$2,385.66 |
| Part Time | \$935.53 | \$954.24 |
| Drama | \$2,338.88 | \$2,385.66 |
| Instrumental Music | | |
| Full Time | \$2,338.88 | \$2,385.66 |
| Part Time | \$935.53 | \$954.24 |
| Orchestra | \$935.53 | \$954.24 |
| Piano | \$2,338.88 | \$2,385.66 |
| Stagecraft | \$2,338.88 | \$2,385.66 |
| Visual Arts | \$2,338.88 | \$2,385.66 |
| Vocal Music | \$2,338.88 | \$2,385.66 |
| GARY AREA CAREER CENTER VOCATIONAL COMPETITIONS | | |
| Vocational Industrial Clubs of America | | |
| Automotive Mechanics | \$320.91 | \$327.33 |
| Automotive Body | \$320.91 | \$327.33 |
| Cosmetology | \$320.91 | \$327.33 |
| Culinary Arts | \$320.91 | \$327.33 |
| Drafting | \$320.91 | \$327.33 |
| Electronics | \$320.91 | \$327.33 |
| Printing | \$320.91 | \$327.33 |
| Precision Metals (Machine Shop) | \$320.91 | \$327.33 |
| Precision Metals (Welding) | \$320.91 | \$327.33 |
| Business Professionals of America | | |

| | | |
|---|----------|----------|
| Computer and Accounting | \$320.91 | \$327.33 |
| Computer Programming (2) | \$320.91 | \$327.33 |
| Micro-computer Application and Programming | \$320.91 | \$327.33 |
| Office Technology | \$320.91 | \$327.33 |
| Health Occupation Clubs of America | | |
| Health Occupations (3) | \$320.91 | \$327.33 |
| Distributive Education Clubs of America | | |
| Marketing (3) | \$320.91 | \$327.33 |
| Urban Horticulture | \$320.91 | \$327.33 |
| Carpentry | \$320.91 | \$327.33 |
| Radio/TV Broadcast | \$320.91 | \$327.33 |

2.0 APPROVAL OF LETTER OF ENGAGEMENT FOR LEWIS & KAPPES



LEWIS & KAPPES
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ONE AMERICAN SQUARE, SUITE 2500
INDIANAPOLIS, IN 46282

Tel: (317) 639-1210
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www.Lewis-Kappes.com

Michelle L. Cooper
mcooper@Lewis-Kappes.com

November 8, 2018

Sent via e-mail to phinckley@mgtconsulting.com

Dr. Peggy Hinckley
MGT Consulting Group
Emergency Manager
Gary Community Schools
1988 Polk Street
Gary, Indiana 46407

Re: Engagement Letter/Fee Agreement – Gary Community School Corporation

Dear Dr. Hinckley:

I am writing to confirm the terms of our engagement to serve as counsel for Gary Community School Corporation, including the scope of this arrangement, the legal fees and expenses associated with our representation and other terms and conditions of the engagement. Please let me know if you have any questions or concerns regarding this letter.

Nature and Scope of the Engagement

Lewis & Kappes, P.C. (hereafter, the “Firm”) will assist the Gary Community School Corporation with legal matters on an as needed basis as requested by the School Corporation.

Fees, Costs and Billing Procedures

In return for the services provided, fees will be charged based upon the time expended and other factors, as contemplated by the Indiana Rules of Professional Conduct. Fees charged for work performed are based on hourly rates for the time expended. I will be the primary attorney providing services to the School Corporation in this matter. I am a Director in my firm and my hourly rate is \$250.00. If other attorneys are required, I will contact you first to confirm approval.

In addition to legal fees, we also charge for expenses related to your matter. Such expenses may include: photocopying, facsimile transmission, scanning, computer-assisted legal research,

November 8, 2018

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messenger service, mileage and travel expenses, deposition expenses, and other similar charges specifically attributable to the engagement.

If requested to provide an estimate of our fees for this particular matter, we will endeavor in good faith to provide our best estimate. However, unless there is a mutual agreement to a fixed fee, the actual fees incurred on this project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

In the unlikely event that the Firm must resort to collection procedures to pursue unpaid fees, please be advised that you will be responsible for any collection costs, including attorneys' fees (either ours or those of independent counsel).

Communications

Pursuant to your request, I will serve as your primary contact. If at any time you have questions or concerns about the representation, then please contact me.

As you are aware, communications between an attorney and client are, with limited exceptions, considered confidential and privileged. However, if the communication is shared with or made in the presence of a third party, that privilege could be destroyed. Therefore, you and others in the School Corporation with whom we communicate should exercise caution in discussing any of our conversations or communications with others.

Unless you instruct otherwise, we may communicate with you using e-mail, fax or cellular telephone. Acceptance of this engagement letter and agreement shall document your understanding that these methods of communication carry some risk of interception and your acceptance of those risks.

Termination of the Engagement or Withdrawal from the Consultation

Both you and the Firm have the right to terminate this engagement at any time after providing reasonable advanced written notice. We reserve the right to withdraw from this arrangement as permitted under the Indiana Rules of Professional Conduct if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance would, in our view, render our continuing representation arrangement unlawful, futile, or unethical. In the event we withdraw from the arrangement, appropriate measures will be taken to confirm protection of your interests and prevent any materially adverse effect. Any documents or property will also be returned upon our receipt of any earned but unpaid fees or costs.

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Document Retention

It is Firm policy to retain for a reasonable period of time all materials generated during our representation of Gary Community School Corporation, including various administrative records, attorney work product documents, and other paperwork generated during our representation. However, it is our responsibility under Rule 1.16 of the Indiana Rules of Professional Conduct to return any papers or property to which you are entitled upon termination of our representation. These items will be returned to you upon payment of all fees or expenses due upon the withdrawal or termination.

Acceptance

I hope that this letter clearly and accurately states the scope of our engagement and the terms of the engagement. If you have any questions or wish to discuss any portion of this agreement in further detail, please contact me. If, however, this letter sets forth acceptable terms for our agreement, then please execute this engagement letter by signing where indicated below and return the signed copy to me. You are welcome to e-mail the signed copy to me.

I look forward to working with you and the Gary Community Schools.

Regards,

LEWIS & KAPPES, P.C.



Michelle L. Cooper

MLC

ACKNOWLEDGEMENT

I hereby acknowledge and agree to the foregoing terms of the representation agreement between Michelle L. Cooper of Lewis & Kappes, P.C. and the Gary Community School Corporation.

Dated: _____

Dr. Peggy Hinckley, Emergency Manager for the
Gary Community School Corporation